

ARMY SENIOR RESERVE OFFICERS' TRAINING CORPS (ROTC) NONSCHOLARSHIP CADET CONTRACT

For use of this form see AR 145-1; the proponent agency is ODCSPER

DATA REQUIRED BY THE PRIVACY ACT OF 1974

AUTHORITY: Title 10, USC, Sections 2101 through 2111, and 3013. Title 5, USC, Section 301.

PRINCIPAL PURPOSE: To specify the contractual agreements and obligations and to document your enrollment in the Army Senior Reserve Officers' Training Corps Nonscholarship Program.

ROUTINE USES: This form will be maintained in your Military Personnel Records Jacket and becomes a permanent part of your official personnel records as confirmation of enrollment, obligation and agreements.

DISCLOSURE: Disclosure of the information requested in this contract is voluntary. However, applicable portions must be completed if you desire to be enrolled in the Army ROTC Nonscholarship Program.

PREAMBLE

This contract represents an agreement entered into between the United States Army and the Reserve Officers' Training Corps (ROTC) nonscholarship cadet named herein, with the consent of the parent or guardian if the cadet is under the age of 18, to effect cadet's participation in the Army Reserve Officers' Training Corps Program. It is hereby agreed by both parties, the United States Army and the Cadet, that the sole purpose of the ROTC nonscholarship program is to produce officers for the United States Army. Entry into this program is a serious commitment. This commitment must be made with the resolve to attain a commission. If there are any doubts about the prospective cadet's ability or determination to fulfill the terms of this contract, then this contract should not be executed. In consideration of the mutual benefits which will accrue to the parties hereto by reason of the cadet's participation in the Army ROTC and later service in the United States Army, the parties agree to the terms below.

CONTRACT

A. STUDENT'S NAME <i>(Last, First, MI)</i>		D. NAME OF EDUCATIONAL INSTITUTION
B. SSN		E. ADDRESS OF EDUCATIONAL INSTITUTION
C. DATE OF BIRTH		
F. DATE EDUCATION COMMENCES	G. COMPLETION DATE	H. ADDRESS OF RECORD <i>(Include ZIP Code)</i>
I. ACADEMIC MAJOR IN WHICH DEGREE IS TO BE ATTAINED		

PART I - AGREEMENT OF NONSCHOLARSHIP CADET ENROLLING IN THE SENIOR ROTC PROGRAM ADVANCED COURSE

1. As the ROTC nonscholarship cadet named above, I hereby agree to do the following:
- a. Enlist for a period of eight years in the U.S. Army Reserve (USAR) as a cadet for assignment to the USAR Control Group (ROTC) or assignment to a unit of the USAR, or enlist in the Army National Guard of the United States (ARNGUS) to become a member of the Army ROTC Program. This is a statutory obligation and will be accomplished by using DD Forms 4/1 through 4/2 (*Enlistment/Reenlistment Document - Armed Forces of the United States*) or DD Forms 1966/1 through 1966/4, as applicable; and if applicable, DA Form 4824, DA Form 3540/1 through 3540/4, or NGB Form 594-1. This Contract, which includes an eight-year military service obligation upon appointment as an Officer, and the Enlistment Contract constitute the ROTC program required contractual agreements.
- b. Enroll in the necessary courses and successfully complete, within the prescribed time, the requirements for the degree in the academic major stated above. I agree to remain enrolled in and successfully complete the ROTC program, including ROTC Advanced Camp and all training as prescribed by the Secretary of the Army or his/her designee, as a prerequisite for commissioning.
- c. Remain a full-time student at the educational institution named above until I receive my degree. A full-time student is defined as one being enrolled in sufficient academic courses to obtain junior and senior academic status at the end of each appropriate one-academic-year increment of my college program. This includes the required Army ROTC classes which may be part of or in addition to those courses required for my degree.

PART I (Continued)

d. Obtain prior written approval from the Professor of Military Science (*PMS*) if I desire to transfer to another institution. If I receive approval and transfer to another institution at which Army ROTC is offered the provisions of this contract will remain in effect. Permission to transfer is contingent on my remaining academically aligned in Military Science (*MS*), i.e., MS III/JR, MS IV/SR. Transfer to an institution that does not offer any Army ROTC does not relieve me from the obligations specified under this contract.

e. Obtain prior written approval from the PMS if I desire to change my major.

f. Maintain, as a minimum, a cumulative academic grade point average of 2.0 on a 4.0 or equivalent scale. This grade point average must also be maintained for each semester or quarter. If I am required by my academic major or by the school I am attending to maintain a higher cumulative and semester or quarter grade point average, I agree to maintain that higher standard until the completion of the academic requirements for my degree.

g. Maintain at least a 2.0 on a 4.0 or equivalent scale, cumulative and semester or quarter academic grade point average in all ROTC courses.

h. Take and successfully complete as part of my professional military education one college undergraduate course in each of the following categories: written communication skills, human behavior, military history, computer literacy, and math reasoning from a designated listing of courses. The courses are to be taken during specified time phases of ROTC training and completed before graduation and commissioning, unless written approval is granted by the PMS.

i. Maintain eligibility for enrollment in ROTC, enlistment in the USAR or ARNGUS, and commissioning, as defined by statute, Army Regulation, and this contract, throughout the period of this contract except as hereinafter provided. I must meet the same requirements of the Army Body Composition Program and the Army Physical Fitness Test as are required of active duty soldiers prior to the end of the last school term of my Military Science III year. These then become continuous requirements, and I agree to take whatever measures are necessary to continue to meet those standards until the date that I am appointed as a commissioned officer. Commissioning eligibility standards, including the Army Physical Fitness Test and Army Body Composition Program standards, are subject to change, and I must keep myself informed of such changes through contact with the PMS.

j. Obtain prior written permission from the PMS if I desire to extend the period of this contract or if I desire to take a leave of absence from the continuous performance of this contract. If permission is granted, I will be required to voluntarily extend my enlistment by an amount of time such leave of absence would extend beyond my original eight-year statutory enlistment obligation.

k. If I am a nurse candidate, complete the baccalaureate nursing program and ROTC training requirements by my projected commissioning date, and accept, if offered, a commission in the USAR, branch unassigned. Further, I will take the professional nurse licensing examination within 60 days following graduation. I understand that I must pass the professional nurse licensing examination prior to attending OBC. If I fail the nurse licensing examination for the second time, I will be branched to the Medical Service Corps based on the needs of the Army in lieu of the Army Nurse Corps.

l. Undergo precommissioning drug and alcohol screening tests, normally administered during Advanced Camp training, or as may otherwise be prescribed by U.S. Army Cadet Command. If the result of any test is positive, I will be disenrolled from the program.

m. Undergo testing for HIV (*Human Immunodeficiency Virus*) during my precommissioning physical examination, normally during Advanced Camp training or as may otherwise be prescribed by U.S. Army Cadet Command. If the results of the testing are confirmed positive, I will be disenrolled from the ROTC program at the end of the current academic term.

2. I further understand that:

a. By executing this contract, I represent that I meet all eligibility criteria for enrollment in the ROTC Program and commissioning, as defined by statute, Army regulation and this contract. If I am ineligible for enrollment in ROTC or commissioning and such ineligibility may be waived, I must obtain an approved waiver before this contract can be validated by the PMS.

b. If I am placed in a leave of absence or administrative suspension due to my failure to meet academic or military retention standards as prescribed by statute, Army regulations, or this contract, I will not be relieved of my obligations to the U.S. Army and my obligations under this contract remain in effect.

c. My enrollment, continuation in, and completion of the ROTC Advanced Course Program does not commit the Army to appoint me as an officer. Such continuance and appointment will be made at the discretion of the U.S. Army and, in part, will depend upon my satisfactorily meeting the requirements for continuance and appointment as established by Federal law, Army regulation, and this contract. If I complete the ROTC course of instruction and am appointed as an officer, any concurrent enlisted service with a Reserve Component Unit while I am an ROTC Basic or Advanced Course cadet will not be credited in computing my entitlement to basic pay (37 U.S.C. 205(d)). Additionally, if I am appointed as an officer, I will not be credited with length of service for any purpose for the period of my membership in a Reserve Component Unit while I am a member of the ROTC Advanced Course (10 U.S.C. 2106(c)).

d. The U.S. Army cannot guarantee that my religious practices will be accommodated. I acknowledge and understand that it is the Department of the Army's policy to accommodate religious practices as long as the practice will not have an adverse impact on military readiness, unit cohesion, standards, health, safety or discipline. I further acknowledge and understand that the U.S. Army has the right to amend or eliminate any such accommodation based on the needs of the Army.

e. If I at any time apply for and receive conscientious objector status, I will be disenrolled from the program.

f. Homosexual conduct is grounds for disenrollment. Homosexual conduct is a homosexual act, a statement by the member that demonstrates a propensity or intent to engage in homosexual acts, or a homosexual marriage or attempted marriage. A homosexual act means any bodily contact, actively undertaken or passively permitted, between members of the same sex for the purpose of satisfying sexual desires and any bodily contact that a reasonable person would understand to demonstrate a propensity or intent to engage in such an act.

I understand that I will be disenrolled from the ROTC program if, after investigation by a duly appointed board of officers or investigating officer, or if I waive my rights to said Board, one or more of the following findings is made:

(1) I have engaged in, have attempted to engage in, or have solicited another to engage in homosexual act or acts.

(2) I have made a statement that demonstrates a propensity or intent to engage in homosexual acts.

(3) I have married or attempted to marry a person of the same sex as myself.

g. As a contracted cadet, I may not withdraw from the advanced course program without incurring an active duty obligation after the first day of MS III class. Further, I may not enlist in the active Army, another military service, or in a military service academy while I am a contracted ROTC cadet unless I am properly released from my ROTC cadet status.

h. If I was discharged from the active Army to become a nonscholarship advanced course cadet, I may not voluntarily withdraw from the program without incurring an active duty obligation in accordance with paragraph 7 of this contract. However, if this contract is terminated due to personal hardship, I will be considered for return to active duty in my former enlisted status in the Army if at least one year remains on my original active duty enlistment contract and I am otherwise eligible for active duty.

3. Upon completion of all requirements for appointment, to include medical qualification, all prescribed military science courses, Advanced Camp and any other training as prescribed by the Secretary of the Army or his/her designee, I agree to:

a. Apply for and accept an appointment, if offered, in either the USAR or ARNGUS, in accordance with governing Army regulations. I understand that active duty service may include worldwide assignment or assignment to a branch which involves combat or nuclear, chemical or biological weapons.

b. Furnish an affidavit or other evidence establishing withdrawal of my request for conscientious objector status if I have requested conscientious objector status and accept an appointment, if offered, as a commissioned officer.

c. Accept an appointment, if offered, as a commissioned officer in either the USAR or ARNGUS and not resign such reserve appointment before completion of my eight-year contractual military service obligation.

d. Serve on active duty as a commissioned officer in the U.S. Army as prescribed by relevant Army regulations if selected for such duty based on the needs of the Army, followed by service in the Reserve Components until the remainder of my eight-year contractual military service obligation has been served.

NOTE: If a cadet with prior service, I further understand that I will be required to serve any unexpired portion of my previous statutory enlistment obligation. The unexpired portion of my previous statutory enlistment obligation runs concurrently with my contractual military service obligation under this contract.

e. Serve a short period of active duty or active duty training if appointed in a Reserve Component. If I am not selected for extended active duty, I will complete an officer's basic course for branch qualification. This will be followed by service in a Reserve Component Unit (*ARNGUS or USAR*) which has Monthly Unit Training Assemblies and an annual training period of approximately two weeks until the remainder of my eight-year military contractual service obligation has been served.

f. If I am fulfilling my obligation through Reserve Component duty and an appropriate troop unit assignment is not available or becomes unavailable in either the U.S. Army Reserve or the Army National Guard, to participate as a member of the Individual Mobilization Augmentee (*IMA*) program by serving at least twelve (*12*) days, excluding travel time, on annual training each fiscal year as directed by the U.S. Army Reserve Personnel Center. If it is determined that neither an appropriate unit nor an IMA assignment is available, I agree to participate as a member of the Individual Ready Reserve (*IRR*) by serving up to twelve (*12*) days of training each fiscal year until such time as an appropriate unit or IMA assignment becomes available or until the expiration of my contractual military service obligation. I may be required to travel the distance specified in Army regulations to fulfill my contractual military service obligation.

4. I understand that I may apply for a Reserve Component appointment and request service on active duty or service with a Reserve Component Unit (*ARNGUS or USAR*) at my discretion. However, my selection for the appointment and service shall be determined according to the needs of the Army at the time that my requested appointment is considered. Further, specific career field choices and branch assignments cannot be guaranteed but will be made according to the needs of the Army no earlier than 12 months before commissioning.

PART I (Continued)

5. If, after completing all requirements for an appointment under this contract except for that of obtaining a baccalaureate degree, I am appointed under the Army Early Commissioning Program (*ECP*), I understand all of my subsistence allowance will be terminated at the time of appointment. As an Early Commissionee or a cadet who has completed the ROTC course of instruction and who is not appointed, I understand and agree to:

- a. Diligently continue the pursuit of my degree to completion as a full-time student under the rules as established by the school which I am attending and to keep my PMS informed of my academic progress on a semester or quarter basis.
- b. Complete my degree requirements as soon as possible, but definitely prior to the expiration of 36 calendar months (*or 24 calendar months if I am a cadet who has completed the ROTC course of instruction but am not appointed*).
- c. Keep the PMS informed of my permanent mailing address, my local address and my phone number on a monthly basis. I also agree to advise him/her of my status as it may affect my qualification for continued military service or appointment or my ability to complete my degree requirements (*e.g., illness, financial*).
- d. If assigned to a USAR or ARNGUS unit, maintain Army physical fitness and weight standards in accordance with the standards for active duty members contained in Army regulations, and take the Army Physical Fitness Test with height/weight verification at least twice yearly until I graduate.
- e. If I am not assigned to a USAR or ARNGUS unit, I agree to schedule with the PMS and participate in the ROTC battalion's physical fitness training at least once each quarter. I will maintain Army physical fitness and weight standards as described in paragraph 1i above and Army regulations, and I will arrange with the PMS to take the Army Physical Fitness Test with height/weight verification at least twice yearly until I graduate.

6. I understand and agree that if I apply for and am accepted by one of the U.S. Army Health Professions Scholarship programs or the Uniformed Services University of the Health Sciences School of Medicine, upon graduation I must be approved for release, and if approved I will be appointed 2LT, USAR branch unassigned and transferred to the USAR Control Group (*OADO*) for detail, assignment or reappointment, as appropriate, to the Medical Services Corps. The active duty contractual military service obligation under the ROTC nonscholarship contract remains in effect. It will be added to the active duty service obligation incurred as a result of attendance at one of the Health Professional schools. These service obligations will be served consecutively upon completion of the Health Professional Training. If I fail to complete Health Professional Training or after completion of that training do not serve the specified number of years on active duty required under my ROTC obligation, I will be required to serve in an enlisted status or will be discharged at the discretion of the U.S. Army.

7. I understand and agree that if I am disenrolled from the ROTC program for failing to comply with the terms and conditions of this contract (*breach of contract*) or other criteria established by Army regulation now or in the future or I complete the ROTC program but decline to accept a commission, if offered, I may be ordered to active duty as a private (*E1*) for a period of not more than two years. Any unexpired portion of my eight-year enlistment agreement remaining after such active duty service must be served in a Reserve Component. I understand that I may be deemed to have failed to comply with the terms and conditions of this contract regardless of whether I knew that the failure violated the contract and regardless of whether the failure was the result of an act or omission on my part made with a specific intent to avoid responsibilities under the contract.

8. I understand and agree that if I voluntarily or because of misconduct fail to begin or fail to complete any period of active duty or duty in a reserve status not on active duty that I have incurred under this contract whether as an officer or an enlisted soldier, I may be subject to disciplinary action under the Uniform Code of Military Justice (*UCMJ*).

PART I (Continued)

9. If I am disenrolled from the ROTC Program and I am assigned to the USAR Control Group (*ROTC*), and I have completed basic training (*BT*) or eight weeks of one station unit training (*OSUT*) and I do not join a troop program unit, I will be transferred to the Individual Ready Reserve. If I have not completed BT or eight weeks of OSUT and I have no previous military service, I will be discharged from the USAR unless I find a Reserve unit vacancy and am accepted to fill that vacancy within 60 days of disenrollment. This paragraph applies only if I have not been ordered to active duty, or pending such an order, under the terms of this contract, applicable Army regulations, or statute.

10. I understand that either as an enlisted member or as a commissioned officer in the Reserve Component of the Army of the United States or upon my transfer or assignment thereto, I may be ordered to active duty without my consent in the event of a war, a national emergency declared by Congress or the President, an order of the Selected Reserve to active duty authorized by the President, and as otherwise authorized by law, such call to active duty could be for the duration of the war or any period of time authorized by law. I further understand, as a statutorily obligated member of the Ready Reserve, that if I am not assigned to or am not participating satisfactorily in a unit of the Ready Reserve and have not served on active duty for a total of 24 months, I may be ordered to active duty without my consent by order of the President until my total service on active duty equals 24 months, the terms of my enlistment notwithstanding.

11. I understand that if I successfully complete all of the requirements for appointment and I meet all the physical, mental, moral, and proficiency standards required of a commissioned officer, but am not tendered an appointment, I will be completely discharged from all obligations I incurred under the provisions of this contract.

12. I understand that the Secretary of the Army or his/her designee may at any time release me without notice from the obligations under this contract and disenroll me from the ROTC Program without further benefits thereunder if, in the opinion of the Secretary of the Army or his/her designee, it is in the best interest of the Army.

13. I acknowledge that I have discussed the eligibility requirements pertaining to enrollment in ROTC, enlistment in the USAR or ARNGUS, and accepting a commission as an officer, with the PMS, and that I understand these requirements. I realize that these requirements may change in the future. I agree to keep myself apprised of all changes in requirements and to maintain my eligibility to participate in ROTC at all times in the future.

14. I acknowledge that I must establish an account with a U.S. financial institution for direct deposit of my ROTC entitlements listed in Part II of this contract within 30 days of the date shown in Block P. I understand that I need to execute with the PMS and an established financial institution the financial documentation that is required to allow my ROTC entitlements to be deposited directly into my account. This account can be a checking, savings, etc. I will be required to maintain such account as long as I remain in the ROTC program and receive ROTC entitlements. I agree to change U.S. financial institutions if required to satisfy this provision.

15. I understand the provisions in this contract contain the only promises by and to both parties.

J. HOME ADDRESS (Include ZIP Code)

K. SIGNATURE

L. DATE

PART II - AGREEMENT BY THE DEPARTMENT OF THE ARMY

16. In consideration of the above cadet's agreement to the terms of this ROTC Nonsholarship Cadet Contract, the Department of the Army agrees to:

a. Pay a subsistence allowance at the rate prescribed by law and implemented by the Department of Defense Military Pay and Allowance Entitlements Manual (*DODPM*) for satisfactory participation in the Advanced Course under Title 10, U.S.C., Section 2104 during the period of this contract. This will not be for more than 20 months (*for for period not to exceed 30 months for cadets in an approved 5-year academic program*) following enrollment and start of training, and will end upon completion of ROTC instruction or upon termination of enrollment, whichever occurs first.

b. Provide pay, at the rate prescribed by law for cadets of the United States Military Academy and implemented by the DODPM, for the period that the cadet is in attendance at the ROTC Advanced Camp or Ranger School.

c. Delay the commencement of the obligated period of active duty, should the cadet be commissioned in the Reserve and the cadet's application for resident graduate or professional study be approved, until the completion of the delay authorized for the study.

PART III - CONSENT OF PARENT OR GUARDIAN TO ENROLLMENT IN THE ROTC AND ENLISTMENT IN THE U.S. ARMY RESERVE
(*To be Completed if Applicant is under the age of 18 at Time of Enrollment in the ROTC Program*)

17. I certify that I am the applicant's parent or legal guardian, and that the applicant's date of birth as shown above is correct.

18. I hereby consent to applicant's enrollment in the ROTC and to enlistment in the USAR or the ARNG of the United States, as appropriate.

19. I have read and thoroughly understand the above statements of terms under which the applicant is being enrolled. I relinquish all claims to applicant's service and to any wages or compensation for such service. I understand that the applicant will be subject to all of the requirements and lawful commands of the officers who may from time to time be placed over the applicant, and I certify that no promise of any kind has been made to me concerning the applicant's assignment to duty or appointment as an officer as an inducement to me to sign this contract.

M. SIGNATURE OF PARENT OR GUARDIAN

N. SIGNATURE OF WITNESS

O. DATE

PART IV - CONFIRMATION OF ENROLLMENT AS AN ROTC NONSCHOLARSHIP CADET
(*And of Enrollment in the ROTC Program, If not Previously Enrolled*)

20. On the basis of the above executed contract (*Part II*), and the executed consent of the parent or guardian (*Part III*), if applicable, I have selected and enrolled this applicant as a cadet in the ROTC Program on the effective date of enrollment in item P.

P. EFFECTIVE DATE OF
ENROLLMENT

PART V - FOR THE SECRETARY OF THE ARMY

Q. NAME OF ROTC CONTRACTING OFFICIAL (*Print or Type*)

S. DATE

R. SIGNATURE OF ROTC OFFICIAL